

FILED
DISTRICT COURT OF GUAM
NOV 07 2003
MARY L. M. MORAN
CLERK OF COURT

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SODEXHO MARRIOTT SERVICES, INC.,)
)
Crossclaim-Plaintiff,)
)
v.)
)
NANA SERVICES, LLC and RAYTHEON)
TECHNICAL SERVICES, GUAM, INC.,)
)
)
Crossclaim Defendants.)
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)
RAYTHEON TECHNICAL SERVICES,)
GUAM, INC.,)
)
Cross Claimant,)
)
v.)
)
SODEXHO MANAGEMENT, INC. and)
NANA SERVICES, LLC,)
)
Cross Claim Defendants.)
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Defendant NANA Services, LLC (Defendant NANA Services), answers Raytheon Technical Services, Guam, Inc.'s Cross-claim Against NANA Services, LLC (Defendant Raytheon) (Raytheon's Cross-claim) as follows:

ANSWER

1. Defendant NANA Services admits the allegations in paragraphs 1, 2, 3, 4 and 18 of the Raytheon's Cross-claim.

2. Defendant NANA Services denies the allegations in paragraphs 19, 22, 24, 25 and 26 of Raytheon's Cross-claim.

3. Defendant NANA Services lacks knowledge or information sufficient to form a belief as to the allegations in paragraphs 5, 6, 7, 8, 9, 10, 11, 13, 14, 15 and 16 of Raytheon's Cross-claim, and on that basis, denies the same.

4. As to paragraphs 23, 27 and 30 of Raytheon's Cross-claim, Defendant NANA Services incorporates their responses previously set forth as though fully set forth herein.

5. As to paragraph 12 of Raytheon's Cross-claim, Defendant NANA Services admits that it entered into a novation agreement with the remaining defendants on or about July 20, 2002 and admits that the novation agreement provides that Defendant Sodexo Marriott Management Inc. (Defendant Sodexo) transferred certain obligations and liabilities under the subcontracts referenced therein to Defendant NANA Services. Defendant NANA Services denies that it assumed liability for any of Plaintiffs' claims or defendants' cross-claims pursuant to the novation agreement. Defendant NANA Services denies all remaining allegations in paragraph 12.

6. As to paragraph 17 of Raytheon's Cross-claim, Defendant NANA Services admits that it entered into a subcontract with Defendant Sodexo wherein Defendant NANA Services assumed day-to-day control of its activities and employees under the subcontract with Defendant Raytheon, subject to Defendant Sodexo's authority to direct or supervise employees or agents of Defendant NANA Services. Defendant NANA Services lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 17, and on that basis, denies the same.

7. As to paragraph 20 of Raytheon's Cross-claim, Defendant NANA Services denies that it managed and operated the facilities alleged at all times relevant, denies that it managed and supervised employees, including Plaintiffs, at all times relevant, denies that it established Plaintiffs' work schedules at all times relevant, and denies committing the acts and violations of law alleged by Plaintiffs. Defendant NANA Services admits that it managed and operated the facilities alleged, and managed and supervised Plaintiffs at certain times, subject to Defendant Sodexho's management authority.

8. As to paragraph 21 of Raytheon's Cross-claim, Defendant NANA Services denies that Plaintiffs' allegations arise out of Defendant NANA Services' performance under the subcontracts alleged, or Defendant NANA Services' management and operation of any facility. Defendant NANA Services denies that it or its employees, or employees under its control and supervision, committed the acts alleged by Plaintiffs. Defendant NANA Services lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 21, and on that basis denies the same.

9. As to paragraph 28 of Raytheon's Cross-claim, Defendant NANA Services denies that any right of indemnity for the benefit of Defendant Raytheon exists as to Defendant NANA Services. Defendant NANA Services lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 28, and on that basis denies the same.

10. As to paragraph 29 of Raytheon's Cross-claim, Defendant NANA Services denies that it must indemnify Defendant Raytheon. Defendant NANA Services lacks knowledge or information

sufficient to form a belief as to the truth of the remaining allegations in paragraph 29, and on that basis denies the same.


11. As to paragraph 31 of Raytheon's Cross-claim, Defendant NANA Services denies that Plaintiffs' claims arise from the conduct of Defendant NANA Services. Defendant NANA Services lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 31, and on that basis denies the same.

12. As to paragraph 32 of Raytheon's Cross-claim, Defendant NANA Services denies that Defendant Raytheon is entitled to contribution from Defendant NANA Services under any theory. Defendant NANA Services lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 32, and on that basis denies the same.

Dated this 7th day of November, 2003.

DOOLEY LANNEN ROBERTS & FOWLER LLP

By:



JON A. WISOSKY
Attorneys for Defendant NANA Services, LLC

Clarissa F. Toves, et. al. v. Raytheon Technical Services Guam, Inc., et. al.
District Court of Guam Civil Case No. 03-00018
Answer of Raytheon Technical Services, Guam, Inc.'s
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CERTIFICATE OF SERVICE

I, **JON A. VISOSKY**, hereby declare that on November 7, 2003, I caused a copy of the Answer to Raytheon Technical Services, Guam, Inc.'s Cross-Claim Against NANA Services, LLC to be served upon the following:

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Dated this 7th day of November, 2003.



JON A. VISOSKY